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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

BADGER DAYLIGHTING CORP.,

Plaintiff,

vs.

DIGGING DONE RIGHT, L.L.C. (dba
HYDRO PROS)

Defendant.

DIGGING DONE RIGHT, L.L.C. (dba
HYDRO PROS)

Defendant and
Countercomplainant,

Case No. 2:24-cv-01678-JDP

~~PROPOSED~~ **STIPULATED
PROTECTIVE ORDER**

1 vs.
 2 BADGER DAYLIGHTING CORP.,
 3 Plaintiff and Cross-
 4 Defendant.

5 **STIPULATION**

6 Plaintiff and Cross Defendant Badger Daylighting Corporation (“Badger”)
 7 and Defendant and Countercomplainant Digging Done Right, L.L.C. (“Digging
 8 Done Right” and together with Badger “Parties”), jointly request, under Federal
 9 Rule of Civil Procedure 26(c), that the Court enter this Stipulated Protective Order
 10 as an order of the Court, as follows:

11 **1. PURPOSES AND LIMITATIONS**

12 Disclosure and discovery activity in this action will likely involve producing
 13 confidential, proprietary, or private information for which special protection from
 14 disclosure and use for any purpose other than prosecuting this litigation may be
 15 warranted. Accordingly, the parties stipulate to and petition the court to enter the
 16 following Stipulated Protective Order. The Parties acknowledge that this Order
 17 does not confer blanket protections on all disclosures or responses to discovery.
 18 The protection from disclosure or use under this Stipulated Protective Order
 19 extends only to the information or items entitled to confidential treatment under the
 20 applicable legal principles that fall within the scope of Protected Material as
 21 defined in Section 3 of this Stipulated Protective Order. The parties also
 22 acknowledge that entry of this Stipulated Protective Order does not prevent a
 23 Producing Party from attempting to maintain confidentiality or other rights by
 24 either not producing or redacting information that is privileged, protected, or
 25 subject to privacy rights, and entry of this Order does not mean a Receiving Party
 26 cannot challenge such non-production or redaction. The parties further
 27 acknowledge, as outlined in Section 13.3 below, that this Stipulated Protective
 28 Order does not entitle them to file confidential information under seal; Civil Local

Rule 141 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Authorized Third Party: Experts and professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items (also referred to as “Confidential Information”): information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.4 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items (also referred to as “Attorneys’ Eyes Only Confidential Information”): information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c) such that, because of the nature of the information, the Designating Party in good faith reasonably believes disclosure should be limited to only the attorneys for the Receiving Party.

2.5 Counsel of Record: attorneys who are retained or employed to represent or advise a party to this action and have appeared in this action on behalf of that Party or are affiliated with a law firm that has appeared on behalf of that Party.

2.6 Designating Party: a Party or Non-Party that designates information or items it produces in disclosures or responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced
2 or generated in disclosures or responses to discovery in this matter.

3 2.8 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been previously qualified as an expert in a court
5 of law in the specific field of expertise for which they are being retained and who
6 has been retained by a Party or its counsel to serve as an expert witness or as a
7 consultant in this action.

8 2.9 Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.

10 2.10 Party: any party to this action, including its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staff).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as either “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
21 EYES ONLY” that falls within the scope of the information eligible for protection
22 under Local Rule 141.1(c) as outlined in Section 3 below.

23 2.14 Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 **3. SCOPE/DESCRIPTION OF INFORMATION ELIGIBLE FOR**
26 **PROTECTION**

27 The protections conferred by this Stipulation and Order are not intended, and
28 should not be construed, as a blanket protective order contrary to *San Jose Mercury*

1 *News, Inc. v. U.S. Dist. Court--N. Dist. (San Jose)*, 187 F.3d 1096, 1103 (9th Cir.
 2 1999) (“[B]lanket orders are inherently subject to challenge and modification, as
 3 the party resisting disclosure generally has not made a particularized showing of
 4 good cause with respect to any individual document.”).

5 Under Local Rule 141.1(c)(1), the term “Protected Material” shall consist of
 6 the following types of information eligible for protection:

- 7 (a) Documents containing trade secrets, commercially sensitive
 8 information, or propriety information of Badger;
- 9 (b) Digging Done Right’s tax returns (state or federal), financial
 10 statements, and bank statements;
- 11 (c) Documents containing Digging Done Right’s and Badger’s
 12 financial information; and
- 13 (d) Documents containing personal information regarding any
 14 employees, agents, or representatives of Badger or Digging
 15 Done Right.

16 Notwithstanding categories 3(a)-(d), the protections conferred by this Stipulation
 17 and Order do not cover the following information: (i) any information that is in the
 18 public domain at the time of disclosure to a Receiving Party or becomes part of the
 19 public domain after its disclosure to a Receiving Party as a result of publication not
 20 involving a violation of this Order, including becoming part of the public record
 21 through trial or otherwise; and (ii) any information known to the Receiving Party
 22 before the disclosure or obtained by the Receiving Party after the disclosure from a
 23 source who obtained the information lawfully and under no obligation of
 24 confidentiality to the Designating Party. Further, nothing in this Stipulation and
 25 Order prevents a party from seeking entry of a protective order for documents not
 26 identified in categories 3(a)-(d). A separate agreement or order shall govern any use
 27 of Protected Material at trial.

28 Under Local Rule 141.1(c)(2), a protective order is needed for categories

3(a)-(d) because: (1) Federal Rule of Civil Procedure 26(c) permits a defendant to obtain a protective order to prevent the disclosure of its trade secrets or proprietary information; (2) disclosure of Badger's trade secrets, commercially sensitive or propriety information would cause severe damage and ; (3) Digging Done Right's tax returns (state or federal) are subject to privilege and right to privacy under California law; (4) Digging Done Right's financial statements and bank statements are not readily available and disclosure of such confidential information may cause Digging Done Right's embarrassment, oppression, or undue burden or expense; and (5) disclosure of documents containing personal information regarding any employees, agents or representatives of Badger or Digging Done Right would cause such persons from annoyance, embarrassment, oppression, or undue burden or expense.

Under Local Rule 141.1(c)(3), a court order is necessary to protect the Parties' rights. Unlike a private agreement, a violation of the court order provides the Parties remedies as permitted under applicable law. Further, if the Parties believe that this Stipulated Protective Order needs modification or if documents are improperly identified as Protected Material, the appropriate remedy is to seek from this Court relief from this Stipulated Protective Order. A private agreement does not afford the parties these protections or remedies.

4. DURATION

Even after the final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time under applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of materials, documents, items, or oral or written communications that qualify – so that other portions of the materials, documents, items, or communications for which protection is not warranted are not swept unjustifiably within this Order.

By designating any information or items as Protected Material, the Designating Party and its counsel represent, in good faith, that such designation is appropriate to maintain the confidential nature of the information based on a reasonable belief of confidentiality.

Mass, indiscriminate, or routinized designations of materials, documents, items, or communications that do not qualify as confidential or protected are prohibited. Designations that are shown to be unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or hinder the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items designated for protection do not qualify, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations.

Except as otherwise provided in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

- 2 (a) for information in documentary form (e.g., paper or electronic documents,
3 but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix the legend
5 “CONFIDENTIAL”, “CONFIDENTIAL PURSUANT TO
6 PROTECTIVE ORDER” or “CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY” (as the case may be) to each page that contains Protected
8 Material. If only a portion or portions of the material on a page qualify for
9 protection, the Producing Party also must clearly identify, to the extent
10 reasonably practicable, the protected portion(s) (e.g., by making
11 appropriate marking in the margins).
- 12 (b) for testimony given in deposition or in other pretrial or trial proceedings
13 that the Designating Party identifies on the record, before the close of the
14 deposition, hearing, or other proceeding, all testimony that is Protected
15 Material.
- 16 (c) for information produced in some form other than documentary and for
17 any other tangible items that the Producing Party affixes in a prominent
18 place on the exterior of the container or containers in which the
19 information or item is stored the legend “CONFIDENTIAL”,
20 “CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER” or
21 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as the case may be.
22 If only a portion or portions of the information or item warrant protection,
23 the Producing Party, to the extent reasonably practicable, shall identify
24 the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, in no event no
26 later than 90 (ninety) days after production thereof, an inadvertent failure to
27 designate qualified information or items does not waive the Designating Party’s
28 right to secure protection under this Order for such material. Upon timely correction

1 of a designation, the Receiving Party must make reasonable efforts to assure that
 2 the material is treated under the provisions of this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party may challenge a designation of
 5 Protected Material as set forth herein. In the event that counsel for a Party
 6 receiving Documents, Testimony or Information in discovery designated as
 7 “Confidential” under the terms of this Stipulation and Order objects to such
 8 designation with respect to any or all of such items, said counsel shall advise
 9 counsel for the Designating Party within thirty (30) days of receiving such
 10 designated Documents, Testimony or Information, in writing, of such objections,
 11 the specific Documents, Testimony or Information to which each objection
 12 pertains, and the specific reasons and support for such objections (the “Designation
 13 Objections”). The time period set forth herein may be extended as agreed to by
 14 both parties. Such agreement shall be confirmed in writing.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 16 resolution process by providing written notice (which may be by email) of each
 17 designation challenged and of the basis for each challenge. To avoid ambiguity as
 18 to whether a challenge has been made, the written notice must recite that the
 19 challenge to the Protected Material is being made under this specific paragraph of
 20 this Protective Order. The parties shall attempt to resolve each challenge in good
 21 faith and must begin the process by conferring directly (in voice-to-voice dialogue;
 22 other forms of communication are not sufficient) within 14 days of the date of the
 23 transmission of the notice. In conferring, the Challenging Party must explain the
 24 basis for its belief that the designation of Protected Material was not proper and
 25 must allow the Designating Party to review the designated material, to reconsider
 26 the circumstances, and, if no change in designation is offered, to explain the basis
 27 for the chosen designation. A Challenging Party may proceed to the next stage of
 28 the challenge process only if it has engaged in this meet and confer process first or

1 establishes that the Designating Party is unwilling to participate in the meet and
 2 confer process within 14 days of the date of transmission of the notice.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
 4 court intervention, any Party or Non-Party may seek relief from the Court, either by
 5 motion under Local Rule 251 or under the informal telephonic conference
 6 procedure of Magistrate Judge Jeremy Peterson.

7 Frivolous challenges or refusals to change a designation of Protected
 8 Material, and those made for an improper purpose (e.g., to harass or impose
 9 unnecessary expenses and burdens on other parties) may expose the offending Party
 10 to sanctions. All parties shall continue to afford the material in question the level of
 11 protection to which it is entitled under the Producing Party's designation until either
 12 (i) the parties expressly agree in writing to the contrary or (ii) the court rules in
 13 favor of the challenge. The burden of persuasion in any challenge proceeding shall
 14 be on the Designating Party.

15 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 17 disclosed or produced by another Party or by a Non-Party in connection with this
 18 case only for purposes of this lawsuit (including any appeals). Such Protected
 19 Material may be disclosed only to the categories of persons and under the
 20 conditions described in this Order. When the litigation has been terminated, a
 21 Receiving Party must comply with the provisions of section 16 below.

22 Protected Material must be stored and maintained by a Receiving Party at a
 23 location and in a secure manner that ensures that access is limited to the persons
 24 authorized under this Order. See Section 15, below.

25 7.2.1 Disclosure of CONFIDENTIAL INFORMATION. Unless otherwise
 26 ordered by the court or expressly permitted in writing by the Designating Party,
 27 Protected Material produced under this Order and marked as CONFIDENTIAL
 28 INFORMATION may be disclosed only to the following persons:

1 (a) Counsel of Record and employees of Counsel of Record and their co-
2 counsel, including attorneys, support staff, legal assistants, paralegals, investigators,
3 and clerical staff who are engaged in assisting in this action.

4 (b) Parties and their employees.

5 (c) Experts (as defined in this Order) of the Receiving Party to whom
6 disclosure is reasonably necessary for this litigation and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A) (also referred to as a
8 “Third Party Confirmation”).

9 (d) Professional jury or trial consultants, mock jurors, and Professional
10 Vendors to whom disclosure is reasonably necessary for this litigation and who
11 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

12 (e) The court and its personnel (but only per paragraph 13.3, below).

13 (f) Court or shorthand reporters, deposition videographers, and their staff.

14 (g) During their depositions, Non-Party witnesses in the action. The Party
15 wishing to use Protected Material during the deposition of a Non-Party witness
16 shall consult with the Designating Party, and, if the Designating Party so requests,
17 shall require the witness to sign the “Acknowledgment and Agreement to Be
18 Bound” (Exhibit A) before being presented with any Protected Material. At the
19 request of the Designating Party, any exhibit containing Protected Material and any
20 pages containing transcribed deposition testimony that reveals Protected Material
21 may be separately bound by the court reporter and may not be disclosed to anyone
22 except as permitted under this Stipulated Protective Order.

23 (h) The author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information.

25 7.2.2 Disclosure of CONFIDENTIAL – ATTORNEYS’ EYES ONLY
26 INFORMATION. Unless otherwise ordered by the court or expressly authorized in
27 writing by the Designating Party, Protected Material produced under this Order and
28 marked as CONFIDENTIAL – ATTORNEYS’ EYES ONLY may be disclosed

only to those persons identified in paragraph 7.2.1. (a) and (c).

7.3 Depositions. As a condition to a party's ability in the course of a deposition to (a) mark as an exhibit in deposition any Protected Material or (b) designate any question or answer at deposition as Protected Material, counsel shall do all of the following at or before the time the court reporter receives such Protected Material:

(a) The Party (or counsel) marking the exhibit or designating the question or answer as Protected Material shall direct the court reporter to place such Protected Material under seal.

(b) The Party (or counsel) marking the exhibit or designating the question or answer as Protected Material shall give a copy of this Protective Order and the Third Party Confirmation to the court reporter and obtain the signature of the court reporter on the Third Party Confirmation.

8. DEPOSITION TRANSCRIPT PAGES.

Deposition transcript pages containing Protected Material must be separately bound by the court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" as instructed by the Party offering or sponsoring the witness or presenting the testimony. The Parties may modify this procedure for any particular deposition or proceeding by express oral stipulation on the deposition record or expressly in writing without further order of the Court, in either case making express reference to this paragraph 8.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL" or CONFIDENTIAL – ATTORNEYS' EYES ONLY, that Party must:

(a) promptly notify in writing the Designating Party. Such notification

1 shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the Party who caused the subpoena or order
3 to be issued in the other litigation that some or all of the material covered by the
4 subpoena or order is subject to this Protective Order. Such notification shall include
5 a copy of this Stipulated Protective Order; and,

6 (c) cooperate with all reasonable procedures sought to be pursued by the
7 Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with
9 the subpoena or court order shall not produce any information designated in this
10 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” before a determination by the court from which the subpoena or order
12 issued, unless the Party has obtained the Designating Party’s permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that
14 court of its Protected Material – and nothing in these provisions should be
15 construed as authorizing or encouraging a Receiving Party in this action to disobey
16 a lawful directive from another court.

17 **10. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE**
18 **PRODUCED IN THIS LITIGATION**

19 (a) This Order’s terms apply to information produced by a Non-Party in
20 this action and designated as either “CONFIDENTIAL” or “CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in
22 connection with this litigation is protected by the provisions, procedures, remedies,
23 and relief provided by this Order. Nothing in this Order prohibits a Party or Non-
24 Party from seeking additional protections or modifications to the protective
25 designation.

26 (b) If a Party is required, by a valid discovery request, to produce a Non-
27 Party’s Protected Material in its possession, and the Party is subject to an agreement
28 with the Non-Party not to produce the Non-Party’s Protected Material, then the

1 Party shall:

2 (1) Promptly notify in writing the Requesting Party and the Non-Party
3 that some or all of the information requested is subject to a
4 Stipulated confidentiality agreement with a Non-Party;

5 (2) Promptly provide the Non-Party with a copy of the Stipulated
6 Protective Order in this litigation, the relevant discovery request(s),
7 and a reasonably specific description of the information requested;
8 and

9 (3) Make the information requested available for inspection by the
10 Non-Party.

11 (c) If the Non-Party fails to object or seek a protective order from this
12 court within 14 days of receiving the notice and accompanying information, the
13 Receiving Party may produce the Non-Party's confidential information responsive
14 to the discovery request. If the Non-Party timely seeks a protective order or other
15 relief, the Receiving Party shall not produce any information in its possession or
16 control subject to the confidentiality agreement with the Non-Party before a
17 determination by the court. Absent a court order to the contrary, the Non-Party shall
18 bear the burden and expense of seeking protection of its Protected Material in this
19 court.

20 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
22 Protected Material to any person or in any circumstance not authorized under this
23 Stipulated Protective Order, the Receiving Party must immediately (a) use its best
24 efforts to retrieve all unauthorized copies of the Protected Material, (b) inform the
25 person or persons to whom unauthorized disclosures were made of all the terms of
26 this Order, and (c) request such person or persons to execute the "Acknowledgment
27 and Agreement to Be Bound" that is attached hereto as Exhibit A.
28

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

If a Producing Party gives notice to a Receiving Party that material it inadvertently produced is subject to a claim of privilege or other protection, the obligations of the Receiving Party are those outlined in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Under Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Protective Order shall prevent the Parties from amending or modifying this Protective Order (but no amendment or modification is enforceable unless it is in a writing, signed by each of the Parties, that expressly states it amends or modifies this Protective Order, and entered as an order), nor shall it prevent any Party from moving for amendment or modification of this Protective Order or other relief either during or after the conclusion of this lawsuit.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

13.3 Use of Protected Material. A Receiving Party wishing to file or submit Protected Material to or with the Court, including without limitation in any proceeding in this case or on any appeal (such as, without limitation, in connection

1 with a motion or trial) may not do so until it has obtained either express written
 2 consent of the Designating Party or an order of the Court under either Local Rule
 3 141 or 141.1 or otherwise, but may do so by filing the Protected Material *in*
 4 *camera*.

5 13.4 Right to Use Own Material. Nothing in this Protective Order shall
 6 limit a Party's right to use its own Protected Material as it deems appropriate.

7 13.5 Consent to Jurisdiction. Anyone who receives any Protected Material
 8 agrees to the jurisdiction of this Court for any proceedings related to performance
 9 under, compliance with, or violation of this Order.

10 13.6 Attorneys' Fees and Costs. If there is a breach of this Protective Order,
 11 the prevailing Party shall be entitled to recover its attorneys' fees and costs incurred
 12 as a result of the breach and in enforcing this Protective Order under Federal Rule
 13 of Civil Procedure 37.

14 **14. MAINTENANCE OF WRITTEN RECORD**

15 Counsel for each Party shall maintain, through the conclusion of this action,
 16 including any appeals, a written record of the date on which each Authorized Third
 17 Party was provided with any Confidential Information, a copy of this Protective
 18 Order, and each Third Party Confirmation.

19 **15. SAFEKEEPING**

20 Each Party and their counsel shall maintain the Protected Material in a folder
 21 or other container (whether in paper or electronic form) in a manner designed to
 22 preserve the confidential nature of it. The outside of such folder or container shall
 23 be conspicuously marked or titled "CONFIDENTIAL", "CONFIDENTIAL
 24 PURSUANT TO PROTECTIVE ORDER" or "CONFIDENTIAL –
 25 ATTORNEYS' EYES ONLY" (as the case may be) and, if in paper form, shall
 26 have a copy of this protective order affixed to the outside of it in a manner designed
 27 to provide reasonable notice that the folder or container contains confidential
 28 records or information.

16. EFFECTIVE UPON SIGNING BY COUNSEL

After this Stipulation and Protective Order has been signed by counsel for all Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with regard to any Confidential Materials that have been produced before the Court signs this Stipulation and Protective Order.

17. FINAL DISPOSITION

Within 30 days after the conclusion of this lawsuit and any appeals, as defined in paragraph 4, each Receiving Party shall, at the option of the Designating Party, which it shall designate expressly in writing, either return or destroy all Protected Material received from the Designating Party. Counsel shall certify in writing the return or destruction of all such information.

Dated: March 31, 2025

**WOMBLE BOND DICKSON (US)
LLP**

/s/ Karen McLaurin Buresh
KAREN McLAURIN BURESH

Attorneys for Plaintiff and
Counterdefendant
Badger Daylighting Corp.

Dated: March 31, 2025

**BUCHALTER, A PROFESSIONAL
CORPORATION**

/s/ Jarrett S. Osborne-Revis
JARRETT S. OSBORNE-REVIS

**KIRKLAND LAW of CALIFORNIA
ALEXIA D. KIRKLAND**

Attorneys for Defendant and
Countercomplainant
Digging Done Right, L.L.C.

ORDER

The Court, having reviewed the above Stipulated Protective Order, and good cause appearing, enters this Stipulated Protective Order as an Order of the Court.

IT IS SO ORDERED.

Dated: April 1, 2025



JEREMY D. PETERSON
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on _____ [date] in the case of *Badger Daylighting Corporation v. Digging Done Right, L.L.C. (dba Hydropros), et al.*, Case No. 2:24-cv-01678-JDP. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to penalties, including without limitation sanctions and punishment like contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. If I am entering into this Acknowledgment and Agreement as an expert retained by a party to this case or its counsel, I represent I have specialized knowledge or experience in a matter pertinent to this lawsuit, I have been previously qualified as an expert in a court of law in the specific field of expertise for which I am being retained in this case, and I have been retained by a party to this case or its counsel to serve as an expert witness or as a consultant in this lawsuit. I represent and acknowledge that if anything designated as CONFIDENTIAL – ATTORNEYS’ EYES ONLY has been disclosed to me, I will not disclose it or anything in it or about it (as defined in “Scope,” in paragraph 3, above), to anyone other than the actual attorney who retained me, and that means I cannot disclose it to, among others, the Party whom the attorney represents.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California to enforce the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after the termination

1 of this action.

2 Date: _____

3 City and State where sworn and signed: _____

4 Printed name: _____

5 Signature: _____

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